

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Holmes Group, Inc.		05/18/2005	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2863666	SOUND WAVES	
Registration Number:	1483268	ULTRA FAN	
Registration Number:	2942937	DINNER IS READY WHEN YOU ARE	
Serial Number:	78138163	CROCK-POT	
Serial Number:	78449169	PERMATECH	
Serial Number:	78464070	REVION	
Serial Number:	78451114	RIVAL	
Serial Number:	78596768	TIMBERLITE	
Serial Number:	78473305	WING-IT	
CORRESPONDENCE DATA			
Fax Number: (214)981-3400			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$240.00 2863666

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TRADEMARK
REEL: 003100 FRAME: 0315

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin Brown & Wood, LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75204

NAME OF SUBMITTER:

Dusan Clark

Signature:

/Dusan Clark/

Date:

06/09/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT dated as of May 18, 2005, among THE HOLMES GROUP, INC., a Massachusetts corporation (the "**Borrower**") and GENERAL ELECTRIC CAPITAL CORPORATION ("**GECC**"), as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2004 (the "**Existing First Lien Credit Agreement**"), among the Borrower, the lenders from time to time party thereto, GECC, as Administrative Agent and Collateral Agent, and Credit Suisse (formerly known as Credit Suisse First Boston) ("**CS**"), as Syndication Agent, (b) the Amended and Restated First Lien Credit Agreement dated as of May 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**First Lien Credit Agreement**"), among the Borrower, the lenders from time to time party thereto, GECC, as Administrative Agent and Collateral Agent, and CS, as Syndication Agent, (c) the First Lien Guarantee and Collateral Agreement dated as of May 6, 2004 (the "**Existing First Lien Collateral Agreement**"), among the Borrower, the subsidiaries of the Borrower party thereto and GECC, as Collateral Agent, and (d) the Amended and Restated First Lien Guarantee and Collateral Agreement dated as of May 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**First Lien Collateral Agreement**"), among the Borrower, the subsidiaries of the Borrower party thereto and GECC, as Collateral Agent.

The Lenders and the Issuing Banks have extended and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Existing First Lien Credit Agreement and the First Lien Credit Agreement. The effectiveness of the First Lien Credit Agreement is conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

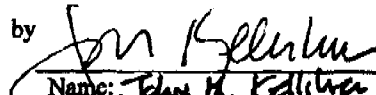
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The security interests granted to the Collateral Agent herein are granted as a supplement to, and not a replacement of, any security interests previously granted to the Collateral Agent in respect of the Obligations, whether pursuant to the Existing First Lien Collateral Agreement, the First Lien Collateral Agreement or any other trademark security agreement relating thereto, and any security interests previously granted in favor of the Collateral Agent for the benefit of the Secured Parties are in all respects continuing and in full force and effect, as more fully set forth in the First Lien Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMES GROUP, INC.,

by


Name: John H. Edlitz
Title: Treasurer and CFO

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent,

by

Name:
Title:

[[2507345]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HOLMES GROUP, INC.,

by

Name:
Title:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent,

by

Andrew Broeggs Jr.

Name: *Andrew Broeggs Jr.*
Title: *Deputy Controller, Signatory*

[[2507345]]

**SCHEDULE OF U.S. TRADEMARKS
(REVISED)
As of May 18, 2005**

Mark	Status	Owner	Filing Date	Filing No.	Reg. Date	Reg. No.
ACCU-ROAST	Registered	Holmes Group, Inc.	2/1/2000	75/907516	12/4/2001	2515799
ACCUSET	Using	Holmes Group, Inc.				
ACCUSET PLUS	Using	Holmes Group, Inc.				
ACCUTEMP	Using	Holmes Group, Inc.				
ACCUTEMP PLUS	Using	Holmes Group, Inc.				
AIRWAVE	Registered	Holmes Group, Inc.	7/1/1997	75/317779	10/17/2000	2396155
ARCTIC ICE	Registered	Holmes Group, Inc.	1/16/2001	76/194558	6/3/2003	2722081
ASPEN BREEZE	Registered	Holmes Group, Inc.	8/15/2000	76/109601	11/5/2003	2,646,697
AUNT SADIE'S KITCHEN	Using	Holmes Group, Inc.				
AUTO-FRY	Registered	Holmes Group, Inc.	9/3/1982	73/383534	11/29/1983	1259352
BAGEL-RIGHT	Registered	Holmes Group, Inc.	2/16/2000	75/921110	10/29/2002	2643594
BAR-B-GRILL	Renewed	Holmes Group, Inc.	7/31/1989	73/815962	3/6/1990	1585506
BIONAIRE	Renewed	Holmes Group, Inc.	4/2/1990	74/044938	10/12/1993	1797566
BIONAIRE & DESIGN	Registered	Holmes Group, Inc.	3/30/2001	76/232940	7/29/2003	2743458
BIONAIRE (STYLIZED)	Renewed	Holmes Group, Inc.	1/8/1982	73/343309	10/11/1983	1253660
BLIZZARD	Registered	Holmes Group, Inc.	10/1/1997	75/366327	11/30/1999	2296632
BREEZEBALL	Registered	Holmes Group, Inc.	1/16/2001	75/193730	12/31/2002	2668962
CERAMIC WAVE	Using	Holmes Group, Inc.				
CHEF'S FRY	Registered	Holmes Group, Inc.	12/29/1992	74/344141	1/10/1995	1873234
CHEF'S FRY	Renewed	Holmes Group, Inc.	10/19/1990	74/107173	3/31/1992	1681102
CLEAN AWAY	Using	Holmes Group, Inc.				
CLEANS YOUR AIR. FITS YOUR...	Using	Holmes Group, Inc.				
CLEANSE CLEAN	Renewed	Holmes Group, Inc.	11/16/1987	73/695544	2/28/1989	1526376
CLEAR VIEW	Using	Holmes Group, Inc.				
CLICK N' CLEAN	Renewed	Holmes Group, Inc.	4/1/1968	72/294661	5/6/1969	868938
CLUB MADURO	Registered	Holmes Group, Inc.	2/18/1998	75/436043	9/5/2000	2383738
COLDFUSION	Registered	Holmes Group, Inc.	8/13/2001	76/299065	11/5/2002	2647153
COLOR CHECK	Renewed	Holmes Group, Inc.	10/1/1996	75/175324	9/16/1997	2097701
COLORCHECK & DESIGN	Registered	Holmes Group, Inc.	9/12/2002	76/448715	8/5/2003	2746787
COOKS ALL DAY WHILE THE..	Registered	Holmes Group, Inc.	1/15/1973	72/446044	1/21/1975	1002186
COOL SOLUTION	Registered	Holmes Group, Inc.	6/17/1993	74/402486	11/22/1994	1864242
COOL TOUCH	Using	Holmes Group, Inc.				
CROCK-ETTE	Registered	Holmes Group, Inc.	1/12/1977	73/112183	10/18/1977	1075450
CROCK-POT	Renewed	Holmes Group, Inc.	11/23/1970	72/376956	2/8/1972	928614
CROCK-POT (STYLIZED)	Renewed	Holmes Group, Inc.	7/27/1977	73/135415	2/14/1978	1085448
CVT	Using	Holmes Group, Inc.				
EASY TOUCH	Renewed	Holmes Group, Inc.	12/30/1992	74/344395	2/8/1994	1820447
ETC EXTREME TEMPERATURE..	Using	Holmes Group, Inc.				
E-Z CUTTER	Renewed	Holmes Group, Inc.	6/9/1976	73/089793	4/5/1977	1062651
FAMILY CARE	Registered	Holmes Group, Inc.	8/1/1995	74/709675	8/20/1996	1995285
FAMILY CARE	Registered	Holmes Group, Inc.	10/24/1997	75/378878	9/19/2000	2388178
FAMILY CARE & DESIGN	Registered	Holmes Group, Inc.	11/3/1997	75/383469	2/13/2001	2428667
FILTERCARE	Using	Holmes Group, Inc.				
FILTER CHECK	Registered	Holmes Group, Inc.	5/15/1998	75/486016	7/10/2001	2,268,555
FILTER EXPRESS	Registered	Holmes Group, Inc.	9/5/1999	75/548317	5/29/2001	2445847
FOLD N' STORE	Using	Holmes Group, Inc.				

FOOT BUDDY	Registered	Holmes Group, Inc.	1/13/2003	78/202452	8/24/2004	2877987
FRIGITECH	Using	Holmes Group, Inc.				
FUSION OF FORM AND FUNC.	Using	Holmes Group, Inc.				
GALILEO	Registered	Holmes Group, Inc.	1/23/2002	76/361691	9/9/2003	2762596
HARMONY	Registered	Holmes Group, Inc.	7/24/2000	76/095277	4/23/2002	2563203
HEATBLASTER	Registered	Holmes Group, Inc.	1/13/1992	74/237340	2/28/1995	1881380
HEATBLASTER PLUS	Using	Holmes Group, Inc.				
HEATLOGIC	Registered	Holmes Group, Inc.	3/22/1999	75/666199	5/20/2000	2346957
HEATSAFE	Registered	Holmes Group, Inc.	6/10/1997	75/305972	7/27/1999	2265460
HEAT BUDDY	Registered	Holmes Group, Inc.	1/13/2003	78/202451	8/24/2004	2877986
HEAT SPHERE	Using	Holmes Group, Inc.				
HILITE-A-PLANT	Registered	Holmes Group, Inc.	8/31/1993	74/430733	2/13/1996	1956904
HOLMES	Registered	Holmes Group, Inc.	8/3/1992	74/300304	1/3/1995	1871880
HOLMES	Registered	Holmes Group, Inc.	8/9/1993	74/422077	6/13/1995	1898796
HOLMES AND DESIGN	Registered	Holmes Group, Inc.	12/20/1993	74/471253	2/6/1996	1955313
HOLMES AIR	Registered	Holmes Group, Inc.	6/17/1986	73/604699	4/28/1987	1437915
HOLMES AIR (Stylized)	Registered	Holmes Group, Inc.	12/29/1987	73/703374	1/17/1989	1520759
HOT POT EXPRESS	Renewed	Holmes Group, Inc.	5/19/1992	74/277102	7/13/1993	1781281
HUMIDIFIER REPLACEMENT..	Registered	Holmes Group, Inc.	7/11/2002	75/142918	1/6/2004	2803681
HYDROJET & DESIGN	Renewed	Holmes Group, Inc.	1/2/1964	72/183878	2/16/1965	785297
ICE COOL	Registered	Holmes Group, Inc.	10/19/1999	75/826765	1/8/2002	2528253
ICE CREAM PARLOR	Registered	Holmes Group, Inc.	10/19/1999	75/826309	2/19/2002	2541260
INSTAFURNACE	Renewed	Holmes Group, Inc.	4/20/1992	74/267569	12/1/1992	1736388
INSTAHEATER	Registered	Holmes Group, Inc.	11/27/1987	73/697890	7/5/1988	1495013
INTELLIPRESS	Registered	Holmes Group, Inc.	5/2/2003	78/244957	2/1/2005	2924272
KITCHEN FRESH	Registered	Holmes Group, Inc.	12/15/1998	75/605720	7/31/2001	2474075
LA BREZZA	Using	Holmes Group, Inc.				
LIFE IS FAST. COOK SLOW	Registered	Holmes Group, Inc.	4/27/2000	76/036170	2/4/2003	2684222
LIGHTSHOW	Using	Holmes Group, Inc.				
LI'L BLIZZARD	Using	Holmes Group, Inc.				
LITTLE DIPPER	Using	Holmes Group, Inc.				
MAGIC HOSTESS	Renewed	Holmes Group, Inc.	10/9/1964	72/203668	8/31/1965	795095
MASTER GLOW	Registered	Holmes Group, Inc.	2/13/1997	75/241288	3/10/1998	2142484
MASTERSENSOR	Registered	Holmes Group, Inc.	1/23/2002	76/361690	3/16/2004	2823837
MASTERTOUCH	Registered	Holmes Group, Inc.	10/24/1994	74/589468	10/24/1995	1929776
MAXFLOW	Using	Holmes Group, Inc.				
MINIMILL	Using	Holmes Group, Inc.				
NO ESCAPE VACUUM SEAL	Registered	Holmes Group, Inc.	11/19/1996	75/199941	7/7/1998	2171883
O2	Registered	Holmes Group, Inc.	8/15/2000	76/109470	6/4/2002	2575445
ODOR GRABBER	Using	Holmes Group, Inc.				
ODOR GRABBER PLUS	Using	Holmes Group, Inc.				
1TOUCH	Using	Holmes Group, Inc.				
1TOUCH	Registered	Holmes Group, Inc.	9/11/2000	76/125968	8/5/2003	2747868
1TOUCH & DESIGN	Registered	Holmes Group, Inc.	9/20/2001	76/315401	5/20/2003	2717991
PATTON	Renewed	Holmes Group, Inc.	8/9/1972	72/432280	11/6/1973	972256
PATTON & DESIGN	Registered	Holmes Group, Inc.	7/19/1982	73/375169	8/2/1983	1246979
PATTON & DESIGN	Renewed	Holmes Group, Inc.	1/7/1976	73/073604	9/14/1976	1048062
PLATINUM	Registered	Holmes Group, Inc.	8/15/2000	76/109581	10/21/2003	2776135
POTPOURRI CROCK	Registered	Holmes Group, Inc.	12/9/1988	73/768448	11/14/1989	1566614
POTPOURR-EEZE	Registered	Holmes Group, Inc.	2/18/1998	75/436351	12/19/2000	2414375
POWER HEATER	Renewed	Holmes Group, Inc.	11/9/1989	73/837332	3/5/1991	1637276
POWER FAN	Registered	Holmes Group, Inc.	12/30/1985	73/575634	9/8/1987	1456393
POWER OVEN	Using	Holmes Group, Inc.				
QUIETECH	Registered	Holmes Group, Inc.	1/5/2000	75/887645	7/30/2002	2601906
RAPID MIST	Registered	Holmes Group, Inc.	9/22/1993	74/438964	6/13/1995	1899766

RELEASE THE GREASE	Using	Holmes Group, Inc.				
RINSE-CLEAN	Using	Holmes Group, Inc.				
RIVAL	Renewed	Holmes Group, Inc.	10/17/1977	73/144884	6/13/1978	1093188
RIVAL & DESIGN	Registered	Holmes Group, Inc.	7/9/2001	76/282063	8/12/2003	2751031
RIVAL (STYLIZED)	Renewed	Holmes Group, Inc.	6/15/1965	72/203688	8/31/1965	795096
RIVAL (STYLIZED)	Renewed	Holmes Group, Inc.	10/13/1964	72/203890	7/6/1965	792176
RIVAL	Renewed	Holmes Group, Inc.	3/16/1935	71/362640	7/9/1935	325973
RIVAL SELECT	Registered	Holmes Group, Inc.	10/12/1993	74/446363	5/28/1996	1977074
ROOT'N TOOT'N ROOT BEER	Using	Holmes Group, Inc.				
SAFE & SOUND	Registered	Holmes Group, Inc.	4/21/1988	73/723782	4/21/1988	1515290
SAFE TOUCH	Using	Holmes Group, Inc.				
SAFETECH	Registered	Holmes Group, Inc.	4/10/1998	75/466083	11/21/2000	2406759
SAFETIP	Registered	Holmes Group, Inc.	3/24/1997	75/264112	11/2/1999	2289770
SEAL-A-MEAL	Registered	Holmes Group, Inc.		74/513975	5/30/1995	1896184
SEAL-A-MEAL	Registered	Holmes Group, Inc.	7/26/2001	78/075927	12/3/2002	
SEAL-A-MEAL & DESIGN	Registered	Holmes Group, Inc.	8/14/2001	78/079181	10/14/2003	2774111
SENSORTOAST & DESIGN	Registered	Holmes Group, Inc.	4/10/1998	75/466085	4/16/2002	2562111
SENSYSTEM	Registered	Holmes Group, Inc.	6/19/1984	73/485960	5/7/1985	1334092
SHORT ORDER CHEF	Registered	Holmes Group, Inc.		73/705059	8/23/1988	1501236
SITANIUM	Using	Holmes Group, Inc.				
SLIDER SAFE	Registered	Holmes Group, Inc.	7/11/2002	76/419282	4/1/2003	2702427
SMARTPART	Using	Holmes Group, Inc.				
SMARTTOUCH	Registered	Holmes Group, Inc.	8/13/2001	76/299066	2/18/2003	2689334
SMOKE GRABBER	Registered	Holmes Group, Inc.	5/12/1982	73/364156	1/1/1985	1312203
STOCKER	Registered	Holmes Group, Inc.	4/27/1992	74/269133	7/27/1993	1784824
STREAMLINE	Registered	Holmes Group, Inc.	9/22/1993	74/438838	7/18/1995	1906442
STEAMWAVE	Using	Holmes Group, Inc.				
SUREGRIP	Using	Holmes Group, Inc.				
THE FUTURE IS NOW	Using	Holmes Group, Inc.				
THE INTELLIGENT WAY TO...	Using	Holmes Group, Inc.				
THE POWERHOUSE	Registered	Holmes Group, Inc.	2/22/1988	73/712646	9/27/1988	1505739
THE RIGHT ANGLE	Registered	Holmes Group, Inc.	11/3/1999	75/839229	7/9/2002	2592270
THE TOE TOUCH	Registered	Holmes Group, Inc.	6/25/1997	75/314450	12/21/1999	2302525
TITAN	Renewed	Holmes Group, Inc.	12/23/1966	72/261411	5/28/1968	849817
TOAST-EXCEL	Registered	Holmes Group, Inc.	11/3/1999	75/839599	6/26/2001	2464593
TOTALFLEX	Using	Holmes Group, Inc.				
TRAVELER	Registered	Holmes Group, Inc.	6/29/1999	75/738944	6/25/2002	2585847
TREAT SHOPPE	Using	Holmes Group, Inc.				
TWINFLOW	Using	Holmes Group, Inc.				
2 COOL	Registered	Holmes Group, Inc.	7/26/2002	78/147770	1/13/2004	2805832
ULTRA BLEND	Renewed	Holmes Group, Inc.	6/25/1990	74/072289	1/7/1992	1671452
VACU-ROLL	Registered	Holmes Group, Inc.		74/615558	12/12/1995	1941046
VISIBILE MIST	Registered	Holmes Group, Inc.	1/6/1994	74/477130	11/7/1995	1934414
WHITE MOUNTAIN	Registered	Holmes Group, Inc.	5/2/1983	73/423933	4/30/1985	1332863
WHITE MOUNTAIN & DESIGN	Registered	Holmes Group, Inc.	3/29/2001	76/233066	10/28/2003	2778277
WORKMAN	Registered	Holmes Group, Inc.	2/24/1997	75/246818	3/3/1998	2140730
AIRLOGIC+	Using	Holmes Group, Inc.				
CHILLER TEA+	Using	Holmes Group, Inc.				
COOK N' SERVE+	Using	Holmes Group, Inc.				
DIP MASTER+	Using	Holmes Group, Inc.				
GRAVY MATE+	Using	Holmes Group, Inc.				
LOCK N' SEAL+	Using	Holmes Group, Inc.				
MINUTE MARINATING+	Using	Holmes Group, Inc.				
NATURAL GLOW	Using	Holmes Group, Inc.				
SOFT SEAL+	Using	Holmes Group, Inc.				

SOUND WAVES+	Registered	Holmes Group, Inc.	4/10/2003	78/173195	7/13/2004	2863666
ULTRA FAN +	Registered	Holmes Group, Inc.	4/1/1987	73/652607	4/5/1988	1483268
WEATHER MINDER+	Using	Holmes Group, Inc.				
WEATHERMAN+	Using	Holmes Group, Inc.				
WHAT WILL WE COME UP WITH NEXT	Using	Holmes Group, Inc.				
VIZIHEAT+	Using	Holmes Group, Inc.				
DINNER IS READY WHEN YOU ARE +	Registered	Holmes Group, Inc.	1/2/2003	78/199370	4/19/2005	2942937

"+" Denotes filed, used or registered after May 6, 2004.

SCHEDULE OF U.S. TRADEMARK APPLICATIONS
As of May 18, 2005

Mark	Status	Owner	Filing Date	Filing No.	Reg. Date	Reg. No.
AEROMAX	Pending	Holmes Group, Inc.	10/20/2003	78/315843		
BIONAIRE	Pending	Holmes Group, Inc.	4/13/2004	78/401028		
CARBONX	Pending	Holmes Group, Inc.	1/13/2004	78/351418		
CROCK-POT CLASSICS	Pending	Holmes Group, Inc.	4/30/2003	78/243963		
CROCK-TOBER	Pending	Holmes Group, Inc.	7/11/2003	78/273237		
DAZEY	Pending	Holmes Group, Inc.	8/7/2002	78/152023		
FILTER EXPRESS	Pending	Holmes Group, Inc.	12/16/2003	78/414438		
FITRITE	Pending	Holmes Group, Inc.	11/26/2003	78/333711		
FLAVOR BUDS	Pending	Holmes Group, Inc.	11/19/2003	78/330292		
HOME BASE	Pending	Holmes Group, Inc.	11/26/2003	78/333709		
OFFICE SPACE	Pending	Holmes Group, Inc.	3/22/2004	78/388251		
POLAR BLAST	Pending	Holmes Group, Inc.	10/27/2003	78/318752		
RIVAL & DESIGN	Pending	Holmes Group, Inc.	5/27/2003	78/254654		
SMARTPOT	Pending	Holmes Group, Inc.	5/29/2002	78/131850		
SPECTRA-LITE	Pending	Holmes Group, Inc.	9/8/2003	78/297479		
SWIRL PRO	Pending	Holmes Group, Inc.	6/17/2002	78/136333		
TALON	Pending	Holmes Group, Inc.	5/27/2003	78/254543		
VERSAWARE	Pending	Holmes Group, Inc.	6/16/2003	78/262847		
CROCK-POT+	Pending	Holmes Group, Inc.	6/24/2004	78/138163		
PERMATECH+	Pending	Holmes Group, Inc.	7/12/2004	78/449169		
REVION+	Pending	Holmes Group, Inc.	8/9/2004	78/464070		
RIVAL+	Pending	Holmes Group, Inc.	7/15/2004	78/451114		
TIMBERLITE+	Pending	Holmes Group, Inc.	3/28/2005	78/596768		
WING IT+	Pending	Holmes Group, Inc.	8/25/2004	78/473305		

"+" Denotes filed, used or registered after May 6, 2004.